



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right  
of Canada, in accordance with the terms and conditions  
set out herein, referred to herein or attached hereto, the  
goods, services, and construction listed herein and on any  
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Supply of Liquid Nitrogen, Carbon D	
<b>Solicitation No. - N° de l'invitation</b> HT348-193621/A	<b>Date</b> 2020-03-05
<b>Client Reference No. - N° de référence du client</b> HT348-193621	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-675-78562	
<b>File No. - N° de dossier</b> hl675.HT348-193621	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-04-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Arboleda, Ian	<b>Buyer Id - Id de l'acheteur</b> hl675
<b>Telephone No. - N° de téléphone</b> (343) 543-4040 ( )	<b>FAX No. - N° de FAX</b> (613) 943-7620
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
HT348-193621/A  
Client Ref. No. - N° de réf. du client  
HT348-193621

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl675.HT348-193621

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with the requirement.

### 1.2 Requirement - Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the North American Free Trade Agreement (NAFTA), the Canadian-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

### 1.5 Epost Connect

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### 2.5 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Health Canada, 100 Eglantine Driveway, Tunney's Pasture, Ottawa, Ontario on **26 March 2020**. The site visit will begin at 10:30 a.m. EDT.

Bidders are requested to communicate with the Contracting Authority no later than close of business on 18 March 2020 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **3.1.1 Best Delivery Date – Bid**

While initial supply and delivery of bulk liquid oxygen and completion of installation of storage tank is requested for July 1, 2020, the best date that could be offered is \_\_\_\_\_. The installation lead time required is \_\_\_\_\_ from contract award.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" - Pricing Schedule (Basis of Payment).

### 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 4.1.1.1 Mandatory Technical Criteria

Bidders must provide necessary documentation to support compliance with the following mandatory technical evaluation criteria:

Criteria No.	Description	Compliance (Met/Not Met)	Substantiation (Cross-Reference to bid)
MTC 1	The Bidder's proposed CO <sub>2</sub> tank must have a minimum capacity of 340 litres.		
MTC 2	The Bidder's proposed LN <sub>2</sub> tank must have a minimum capacity of 450 litres.		
MTC 3	The Bidder must demonstrate that the LN <sub>2</sub> gas quality is industrial grade, in accordance with the Compressed Gas Associate (CGA) Standard, 99.998% minimum pure Nitrogen. The Bidder must provide a sample certificate of analysis.		
MTC 4	The Bidder must demonstrate that the CO <sub>2</sub> gas quality is CP grade, 99.5%, in accordance with the Compressed Gas Association (CGA) Standard. The Bidder must provide a sample certificate of analysis.		
MTC 5	The Bidder's proposed LN <sub>2</sub> tank display sensor		

	must have programmable alarms. To demonstrate, the Bidder must provide the user manual or equipment brochure as proof.		
MTC 6	The Bidder's CO <sub>2</sub> and LN <sub>2</sub> delivery systems must be automatic fill with electronic monitoring system. To demonstrate, the Bidder must provide the electronic system manual with the following parameters: a. programmable parameters for refill (not below 20%); and b. information on tank size, SN, last refill date, tank manufacturer date and line pressure.		
MTC 7	The Bidder must be able to supply and deliver the requirements described in Annex "A" - Requirement. To confirm, the Bidder must provide a compliance statement		
MTC 8	The Bidder must have demonstrated experience involving at least one similar sized installation project.		

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid all-inclusive firm prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000. No charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge or Environmental Compliance shall be included. Customs Duties included; and
- b) The Bidders' financial bid must be in accordance with the Pricing Schedule (Basis of Payment) – Annex "B".

Bidders not meeting the mandatory financial criteria will be declared non-responsive.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	



All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

#### 5.2.4 Product Certification

The Bidder certifies that all goods proposed conform to the specifications detailed in Annex "A" - Requirement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

The following clauses apply to and form part of the Contract,

#### **6.3.2.1 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **6.3.2.2 Leased Equipment Transactions**

Refer to Annex "D" – Supplemental General Conditions: Leased Equipment Transactions.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

#### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ian Arboleda  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector  
Fuel & Construction Products Division (HL)  
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower  
Ottawa, ON K1A 0S5  
Telephone: 343-543-4040 Facsimile: 613-943-7620  
E-mail address: ian.arboleda@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.2 Contractor's Representative

Name and telephone number of the person responsible for:

	General Enquiries	Supply and Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

### 6.6 Payment

#### 6.6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid all-inclusive firm prices, DDP Delivery Duty Paid to destination, Incoterms 2000 as specified in Annex "B" – Basis of Payment. Charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge, or Environmental Compliance and Customs duties are included, if applicable; and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge, or Environmental Compliance and Customs duties are included, if applicable; and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.6.3 Terms of Payment – Multiple Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **6.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. *Visa Acquisition Card;*
- b. *MasterCard Acquisition Card;*
- c. *Direct Deposit (Domestic and International);*
- d. *Electronic Data Interchange (EDI);*
- e. *Wire Transfer (International Only);*
- f. *Large Value Transfer System (LVTS) (Over \$25M)*

### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.8 Certifications and Additional Information**

#### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

### **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) the Supplementary General Conditions;
- (d) Annex "A", Requirement;
- (e) Annex "B", Basis of Payment; and

- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on \_\_\_\_\_ *" or "*, as amended on \_\_\_\_\_ *" and insert date(s) of clarification(s) or amendment(s)*)

#### 6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010-01-11
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products – Labelling and Packaging	2014-09-25

#### 6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.13 Total Estimated Consumption

The contractor hereby acknowledges and agrees that the total estimated consumption specified in Annex B – Basis of Payment, are the estimates only, constituting an approximation made in good faith of the potential requirements of Canada. Such estimates neither express nor imply any obligation on the part of Canada to accept or purchase such quantities or any quantity whatsoever. Canada will have the right to accept only the quantity that will actually be required.

#### 6.14 Loss of Gases

Loss of gases due to failure of supplier equipment shall be at the contractor's expense.

#### 6.15 Cylinders Owned by the Contractor

All gas tanks supplied must be fitted with and conform to the Canadian Gas Association (CGA) Standards.

The Contractor warrants that the Cylinders are in good working order. The Contractor, at his own expenses, shall make any necessary adjustments, repairs or replacements to maintain the equipment in good working order for the duration of the contract.

Any changes to the supplier owned equipment shall not interfere with nor interrupt delivery of the gases.

#### 6.16 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## ANNEX "A" - REQUIREMENT

### SUPPLY OF LIQUID NITROGEN, CARBON DIOXIDE AND STORAGE TANKS

#### 1.0 Background

Health Canada Biologic and Radiopharmaceutical Drugs (BRDD) Ottawa Laboratory tests biologics as part of its programs, specifically for the cryopreservation and storage of cell lines and for use in the functioning of incubators for the growth of various cell lines.

#### 2.0 Requirement

The Biologic and Radiopharmaceutical Drugs Directorate has a requirement for a Contractor to supply Liquid Nitrogen (LN<sub>2</sub>) and Carbon Dioxide (CO<sub>2</sub>); and the lease of storage tanks, including its installation and maintenance.

The estimated consumption of LN<sub>2</sub> is 22,000 litres per year, meanwhile, the estimated consumption of CO<sub>2</sub> is 6,000 litres per year.

#### 3.0 Gas Quality

- 3.1 The LN<sub>2</sub> gas must be industrial grade, in accordance with the Compressed Gas Association (CGA) Standard and 99.998% minimum pure Nitrogen.
- 3.2 The CO<sub>2</sub> gas must be CP grade and 99.5% pure, in accordance with the Compressed Gas Association (CGA) Standard.
- 3.3 As part of quality assurance, the Contractor must provide, in writing, a certificate of analysis, upon request by the Technical Authority. The certificate must include, at the minimum, impurities, i.e. oxygen, carbon-bearing gases, moisture, etc., and stated in ppm.

#### 4.0 Contractor Tasks and Responsibilities

The following outlines the Contractor's responsibilities and specific tasks:

##### 4.1 Storage Tanks

##### 4.1.1 CO<sub>2</sub> tanks must have the following requirements:

- a. Two tanks each with a minimum 340 litre capacity;
- b. Switch over valve between tanks, switch over initiated when tank is at 20%;
- c. All valves must be labelled and indication for emergency shutoff;
- d. Provide manufacturer specifications for valves, safety valves, pressure relief valves and regulators;
- e. Provide at least a pressure of 50 psi entering the building;
- f. Tanks labelled according to WHMIS and/or GHS requirements including tank size, tank S/N and emergency contact information; and
- g. All contractor piping must be insulated to minimize loss of gas.

##### 4.1.2 LN<sub>2</sub> tank must have the following requirements:

- a. One tank with a minimum 450 litre capacity;
- b. All valves must be labelled and indication for emergency shutoff;
- c. Installation of hose to allow for manual Dewar filling;
- d. Provide manufacturer specifications for valves, safety valves, pressure relief valves and regulators;
- e. Display sensor on tank to provide % full;
- f. Provide pressure at tank;
- g. Provide at least a pressure of 22 psi entering the building;

- h. Tank labelled according to WHMIS and/or GHS requirements including tank size, tank S/N and emergency contact information;
- i. Identify purpose of valves and regulars and normal operating mode, i.e. manual LN<sub>2</sub> tank isolation valve, normally closed; and
- j. Provide sufficient insulation to contractor's LN<sub>2</sub> supply piping located on the tank storage pad in order to maintain LN<sub>2</sub> losses to a minimum.

#### **4.1.3 Installation (If applicable)**

- a. Installation must be coordinated at a mutually agreed upon date and time with the Technical Authority;
- b. At initial installation, the Contractor must minimize down time where no CO<sub>2</sub> and LN<sub>2</sub> are available. Timelines for down time must be agreed upon by the Technical Authority;
- c. Individual CO<sub>2</sub> tanks may be required during the transition to the new tanks at no additional cost;
- d. The Contractor must provide all necessary valves, LN<sub>2</sub> and CO<sub>2</sub> filters or strainers, regulators, safety devices and interconnecting LN<sub>2</sub> and CO<sub>2</sub> supply pipes needed to meet the requirements outlined herein. The Contractor must ensure that installed filters or strainers do not have any foreign objects or materials enter the BRDD facility plumbing systems, which may cause system failures;
- e. The Contractor must ensure that all LN<sub>2</sub> and CO<sub>2</sub> lines and auxiliary equipment are carefully and adequately supported by the storage tank pad(s) to the satisfaction of the Technical Authority; and
- f. All Contractor supplied and installed interface wiring and conduit from sensors, meters, monitors, etc., will remain in place throughout the duration of the contract.

#### **4.2 Delivery**

- 4.2.1 The Contractor must automatically replenish the storage tanks with the required LN<sub>2</sub> and CO<sub>2</sub> gases. The Contractor must ensure that the LN<sub>2</sub> and CO<sub>2</sub> levels do not go below 20% of the respective tanks' capacity at any time.
- 4.2.2 The Contractor will arrange for the necessary delivery(ies) of gas, with the exception of extreme weather conditions or road accidents where travel would be impossible. In these events, the Contractor must notify the Technical Authority immediately and provide a replacement delivery, Monday to Friday within 24 hours or an acceptable timeline.
- 4.2.3 The Contractor must deliver the gases outside the loading dock area. The CO<sub>2</sub> tanks are stored outside the building and are replenished directly from that area. Meanwhile, the LN<sub>2</sub> tank is located within the building, however, the tank is filled from the exterior, in a location close to the CO<sub>2</sub> tanks.

#### **4.3 Monitoring**

- 4.3.1. The Contractor must provide Technical Authority with an electronic telemetry system and allow for a 24 hour, 7 day per week access for monitoring the distribution system. The system must be able to do the following:
  - a. Send an automatic fill request to the Contractor when levels are low. The parameters for low levels are established in 4.2.1 above. The tanks must never be allowed to be emptied;
  - b. Be secure and require password access by the Technical Authority or designated personnel. Permissions must include allowing the Technical Authority or designated personnel to change alarm parameters as required (Note: If the Technical Authority or designated personnel cannot change parameters directly, the Contractor shall provide instructions on requesting parameter changes to Technical Authority or designated personnel; and the Contractor must be able to make the changes to the system within 24 hours of receiving a written request);
  - c. Monitor both LN<sub>2</sub> and CO<sub>2</sub> in terms of line pressures and tank levels; and
  - d. Provide information on tank size, SN, last refill date, tank manufacturer date and line pressure.



#### **4.4 Preventative Maintenance (PM) and Repair Services**

- 4.4.1 The Contractor is responsible to maintain all its tanks and equipment in good working order, in accordance with manufacturer's specifications and industry standards at all times. This includes, but not limited to, surface finish on all storage tanks and equipment. Any surface rust should be dealt with in a timely and suitable manner.
- 4.4.2 A 48-hour advance notice must be given to the Technical Authority prior to any work on level and/or pressure sensors by the Contractor to ensure that no damage is done to BRDD equipment interfacing with said sensors. The Contractor will be liable for any damages to BRDD equipment resulting from the failure to inform the BRDD of any such work described above.
- 4.4.3 The Contractor will provide a semi-annual inspection of the storage tanks, valves, transfer equipment and any other Contractor equipment. The inspections must be coordinated through the Technical Authority. An Inspection Report on the state of the equipment must be provided to the Technical Authority within 7 days following the inspection.
- 4.4.4 Calibration certificates for any measuring equipment used by the Contractor to certify his/her equipment must be provided with the inspection report. An Inspection Report will contain, but not limited to, the following information:
- Tank identification and general information (e.g. SN);
  - Condition of tank and valves; and
  - Description and date of work performed.
- 4.4.5 The Contractor must provide emergency maintenance and repair services on a 7 day per week, 24-hour a day basis. The contractor must be capable of responding on site to emergency repair requests within a maximum period of eight (8) hours. Critical spare parts must be readily available for repair purposes. Furthermore, any repair work performed must be coordinated with the Technical Authority to minimize any impact to BRDD operations.
- 4.4.6 The Contractor must notify the Technical Authority before proceeding with any inspection and other repairs than those stated above, to prevent any impact to BRDD operations.

#### **5.0 Health Canada Responsibilities**

- 5.1 Report to the Contractor any issue raised by the Technical Authority or designated personnel that needs to be addressed.
- 5.2 Consult internally with the Laboratory personnel to determine timelines, including dates and duration, for installation, repair and/or maintenance and coordinate the schedule with the Contractor.
- 5.3 Provide a caged storage for two CO<sub>2</sub> tanks at the exterior of the building near the loading dock.
- 5.5 Provide a port connection for hook up delivery of LN<sub>2</sub> outside the loading dock area for filling the LN<sub>2</sub> tank within the building from the outside.
- 5.6 Provide Copper piping (1/2 inch) within the building for delivery of the CO<sub>2</sub> to incubators equipped with a regulator with a pressure range from 0 to 60 psi. Note: Pressure typically set between 0 and 20Psi.
- 5.7 Maintain a clear pathway to the Storage Tank filling site in all weather conditions.
- 5.8 Provide standard electrical outlet (120V) and phone line (for telemetry system).



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## 6.0 Documentation

The Contractor will provide the following documentation in English, and, if available, in French as well:

- a. Operator Manuals for the CO<sub>2</sub> tank, LN<sub>2</sub> tank and display sensor manual for the LN<sub>2</sub> tank;
- b. Emergency Maintenance and Repair Services contact list, which includes the minimum information: Name of employee/Dispatch, telephone and email; and
- c. Inspection Report as described in 4.4.3 above;
- d. Certificate of Analysis as described in 3.3 above; and
- e. Packing and delivery slips.

## 7.0 Delivery Location

The LN<sub>2</sub> and CO<sub>2</sub> gases and all equipment are to be delivered and installed at 100 Eglantine Driveway, Tunney's Pasture, Ottawa, Ontario.

## 8.0 Constraints

- 8.1 The LN<sub>2</sub> tank must fit through hallways and doors from loading dock to its final location (Room 1234). The following restrictions apply:
  - Loading dock height outside: 49 inches;
  - Loading dock doors to hall: 84 inches wide x 83 inches high;
  - Hall: 48 inches wide x 78 inches high (to accommodate hallway obstacles); and
  - Laboratory Room door: 40 inches wide x 83 inches high.
- 8.2 The CO<sub>2</sub> tanks must fit within the caged area outside the loading dock. The caged internal area size is 95 inches (length) X 36 inches (width) X 72 inches (height).
- 8.3 Access to the rental LN<sub>2</sub> tank requires Technical Authority approval and escort. An appointment with the Technical Authority must be made 24 in advance Mon-Fri is acceptable, excluding statutory holidays.

## 9.0 Contractor Qualifications

- 9.1 The Contractor must have demonstrated experience involving at least one similar sized installation project.

## ANNEX "B" - PRICING SCHEDULE (BASIS OF PAYMENT)

**Table 1 – Supply and delivery of Liquid Nitrogen**

	Contract Period	Estimated Annual Consumption (in litres) (a)	All-Inclusive Price* (per litre) (b)	Sub-Total (a) x (b) = (c)
1	Initial Period (Contract Award Date) to March 31, 2023)	66,000	\$	\$ (1a x 1b) = 1c
2	Option Period 1 (April 1, 2023 to March 31, 2024)	22,000	\$	\$ (2a x 2b) = 2c
3	Option Period 2 (April 1, 2024 to March 31, 2025)	22,000	\$	\$ (3a x 3b) = 3c
4	Option Period 3 (April 1, 2025 to March 31, 2026)	22,000	\$	\$ (4a x 4b) = 4c
5	Option Period 4 (April 1, 2026 to March 31, 2027)	22,000	\$	\$ (5a x 5b) = 5c
Total of Table 1				\$ (1c + 2c + 3c + 4c + 5c)

\* The All-Inclusive Price includes all the costs related to the supply and delivery of Liquid Nitrogen as outlined in Annex "A" Requirement.

**Table 2 – Rental of (a minimum) one (1), 450-litre Storage Tank**

	Contract Period	Number of Months (d)	All-Inclusive Monthly Rate** (e)	Sub-Total (d) x (e) = (f)
1	Initial Period (Contract Award Date to March 31, 2023)	33*	\$	\$ (1d x 1e) = 1f
2	Option Period 1 (April 1, 2023 to March 31, 2024)	12	\$	\$ (2d x 2e) = 2f
3	Option Period 2 (April 1, 2024 to March 31, 2025)	12	\$	\$ (3d x 3e) = 3f
4	Option Period 3 (April 1, 2025 to March 31, 2026)	12	\$	\$ (4d x 4e) = 4f
5	Option Period 4 (April 1, 2026 to March 31, 2027)	12	\$	\$ (5d x 5e) = 5f
Total of Table 2				\$ (1f + 2f + 3f + 4f + 5f)

\*Number of months for Initial Period is based on estimated initial delivery date of July 1, 2020.

\*\*The All-Inclusive Monthly Rate includes all the costs related to the Liquid Nitrogen Storage Tank as outlined in the Contractor Tasks and Responsibilities, Annex "A" Requirement.

**Table 3 – Supply and delivery of Carbon Dioxide**

	Contract Period	Estimated Annual Consumption (in litres) (g)	All-Inclusive Price* (per litre) (h)	Sub-Total (g) x (h) = (k)
1	Initial Period (Contract Award Date to March 31, 2023)	18,000	\$	\$ (1g x 1h) = 1k
2	Option Period 1 (April 1, 2023 to March 31, 2024)	6,000	\$	\$ (2g x 2h) = 2k

Solicitation No. - N° de l'invitation  
HT348-193621/A  
Client Ref. No. - N° de réf. du client  
HT348-193621

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl675.HT348-193621

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

3	Option Period 2 (April 1, 2024 to March 31, 2025)	6,000	\$	\$ (3g x 3h) = 3k
4	Option Period 3 (April 1, 2025 to March 31, 2026)	6,000	\$	\$ (4g x 4h) = 4k
5	Option Period 4 (April 1, 2026 to March 31, 2027)	6,000	\$	\$ (5g x 5h) = 5k
Total of Table 3				\$ (1k + 2k + 3k + 4k + 5k)

\* The All-Inclusive Price includes all the costs related to the supply and delivery of Carbon Dioxide as outlined in Annex "A" Requirement.

**Table 4 – Rental of (a minimum) two (2), 340-litre Storage Tank**

	Contract Period	Number of Months (m)	All-Inclusive Monthly Rate** (n)	Sub-Total (m) x (n) = (p)
1	Initial Period (Contract Award Date to March 31, 2023)	33*	\$	\$ (1m x 1n) = 1p
2	Option Period 1 (April 1, 2023 to March 31, 2024)	12	\$	\$ (2m x 2n) = 2p
3	Option Period 2 (April 1, 2024 to March 31, 2025)	12	\$	\$ (3m x 3n) = 3p
4	Option Period 3 (April 1, 2025 to March 31, 2026)	12	\$	\$ (4m x 4n) = 4p
5	Option Period 4 (April 1, 2026 to March 31, 2027)	12	\$	\$ (5m x 5n) = 5p
Total of Table 4				\$ (1p + 2p + 3p + 4p + 5p)

\*Number of months for Initial Period is based on estimated initial delivery date of July 1, 2020.

\*\*The All-Inclusive Monthly Rate includes all the costs related to the Carbon Dioxide Storage Tank as outlined in the Contractor Tasks and Responsibilities, Annex "A" Requirement.

Note: The estimated figures in above tables are strictly for financial evaluation purposes only and are not to be interpreted as a commitment on the part of Canada for future business.

Calculation of Bidder's (Total) Evaluated Price	
Total of Table 1 (1c + 2c + 3c + 4c + 5c)	\$
Total of Table 2 (1f + 2f + 3f + 4f + 5f)	\$
Total of Table 3 (1k + 2k + 3k + 4k + 5k)	\$
Total of Table 4 (1p + 2p + 3p + 4p + 5p)	\$
Bidder's (Total) Evaluated Price	\$

Solicitation No. - N° de l'invitation

HT348-193621/A

Client Ref. No. - N° de réf. du client

HT348-193621

Amd. No. - N° de la modif.

File No. - N° du dossier

hl675.HT348-193621

Buyer ID - Id de l'acheteur

HL675

CCC No./N° CCC - FMS No./N° VME

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### **ANNEX "C" - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

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## **ANNEX "D" – LEASED EQUIPMENT TRANSACTIONS**

### **Supplemental General Conditions: Leased Equipment Transactions**

#### **1. Interpretation**

1.1 In the Contract, unless the context requires otherwise:

A. "Delivery Date" means the date specified in the Contract for the delivery of the Leased Equipment;

B. "Downtime" means the time, measured in hours and whole minutes, during which the Leased Equipment is not available for Fully Functional Operation during User Time because of a malfunction of the Leased Equipment. Downtime starts when Canada notifies the Contractor that the Leased Equipment is not available for Fully Functional Operation and ends when the malfunction has been corrected and the Contractor notifies Canada that the Leased Equipment has been restored to Fully Functional Operation, unless Canada then notifies the Contractor that the Leased Equipment is still not available for Fully Functional Operation;

C. "Fully Functional Operation" means that the Leased Equipment is working according to all the Specifications, so that all of the functionalities of the Leased Equipment can be used;

D. "General Conditions" means the general conditions that form part of the Contract;

E. "Leased Equipment Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada for use with the Leased Equipment, whether it is to be supplied in printed form or on an electronic storage medium, such as a CD-ROM;

F. "Leased Equipment" means the Equipment leased under the Contract;

G. "Ready for Use" describes the Leased Equipment once the Contractor has delivered it and, if applicable, has installed and integrated it so that it is available for Fully Functional Operation;

H. "Specifications", despite the definition in the General Conditions, for the Leased Equipment, means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and also includes, except to the extent inconsistent with anything in the Contract, any such description set out or referred to in any brochure, product literature or other documentation provided by the Contractor under the Contract, as well as any technical documentation published or made generally available by the manufacturer of any of the Leased Equipment.

1.2 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions, unless provided otherwise. If the General Conditions contain sections entitled "Ownership" or "Warranty", those sections do not apply to the Leased Equipment. Instead, the ownership and warranty provisions in these supplemental general conditions apply to the Leased Equipment.

1.3 If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

#### **2. State of Leased Equipment**

All Leased Equipment supplied by the Contractor must:

A. be off-the-shelf, meaning it must be composed of standard Equipment requiring no further research or development; and

B. conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.

### 3. Delivery

The Contractor must deliver the Leased Equipment to the location(s) designated by Canada by the Delivery Date. The Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. The Contractor acknowledges that no item will be considered delivered on the Delivery Date if it is damaged or otherwise not ready for Canada to begin its acceptance procedures. The Contractor must, at a minimum, package the Leased Equipment according to industry standards, and include a packing slip with each shipment. All costs associated with packaging, shipping, transportation and delivery are included in the lease rate of the Leased Equipment.

### 4. Installation Preparation Requirements

4.1 If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense according to those requirements, sufficiently in advance to meet the Delivery Date. All the costs associated with the special site preparation are included in the lease rate of the Leased Equipment.

4.2 If the Contract provides that Canada is responsible for special site preparation requirements, then the following applies:

A. Canada must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract;

B. If the Contract provides that there are special site preparation requirements, but does not describe them, the Contractor must deliver a complete written description of them to Canada immediately following the date of the Contract or, if the Delivery Date is more than thirty (30) days after the date of the Contract, at any time at least thirty (30) days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Canada by this time, and Canada does not object to any of the Contractor's requirements within ten (10) days, Canada must prepare the site according to these requirements. If Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Canada for any additional expenses it incurs. The Contractor guarantees that, if the site is prepared and maintained by Canada according to the special site preparation requirements, the resulting environment will permit the Leased Equipment to operate according to the Specifications;

C. Canada must complete the special site preparations and notify the Contractor that the site is ready at least five (5) working days before the Delivery Date, after which the Contractor may inspect the site at a time agreed to by Canada. Inspection by the Contractor does not relieve Canada of its obligation to prepare the site according to the special site preparation requirements described in the Contract; and

D. If Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Canada's control, the Contractor will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.

4.3 If the Contract does not describe any special site preparation requirements, neither subsection 4.1 nor 4.2 will apply; the Contractor guarantees that none are required for the Leased Equipment to operate according to the Specifications.

### 5. Installation and Integration

5.1 Unless provided otherwise in the Contract, the Contractor must unpack, assemble, install, and integrate all the Leased Equipment at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Canada's on-site representative with written notification that the Leased Equipment is ready for Use.

5.2 The Contractor must supply all materials required to complete the assembly, installation, integration of the Leased Equipment at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.

5.3 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.

5.4 All costs associated with the Work described in this section are included in the rate of the Leased Equipment.

## **6. Leased Equipment Documentation**

6.1 The Contractor must provide to Canada the same Leased Equipment Documentation that it provides to other purchasers of similar Leased Equipment, and must include all supplements and revisions to the Leased Equipment Documentation effective up to the Delivery Date. The Leased Equipment Documentation must at least include all the documentation available to consumers from the manufacturer of the Leased Equipment about the technical specifications of the Leased Equipment, and operating instructions.

6.2 The Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to allow Canada to use the Leased Equipment.

6.3 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to permit Canada, or someone authorized by Canada, to maintain and repair the Leased Equipment properly, and to test it for that purpose.

6.4 The Contractor must deliver the Leased Equipment Documentation to Canada with the Leased Equipment. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Leased Equipment Documentation with each item of Leased Equipment.

6.5 If there are changes to the Leased Equipment during the contract period, the Contractor must update the Leased Equipment Documentation, at no additional cost to Canada. The Contractor must provide these updates within ten (10) days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Leased Equipment, any new feature(s) added, and any necessary installation instructions.

6.6 Despite anything in the General Conditions concerning copyright, the copyright in the Leased Equipment Documentation will not be owned or transferred to Canada. However, Canada has the right to use the Leased Equipment Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Leased Equipment, as long as Canada includes any copyright and proprietary right notices that are part of the original document.

6.7 Unless provided otherwise in the Contract, the Leased Equipment Documentation must be delivered in both English and French. If the Contract provides that the Leased Equipment Documentation is only required to be provided in one of Canada's official languages, Canada has the right to translate it or have it translated for its own use. Canada owns any translation and is not required to provide it to the Contractor. Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

## **7. Acceptance**

7.1. The Leased Equipment, including all the Work related to it, is subject to acceptance by Canada. As part of its acceptance process, Canada may test any function of the Leased Equipment to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the Leased Equipment are due under the Contract unless the Leased Equipment is accepted.

7.2 Acceptance by Canada does not relieve the Contractor of its responsibility for defects in the Leased Equipment or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.

7.3 The Procedure for acceptance will be as follows:

A. the Contractor must notify the Technical Authority or any duly appointed representative thereof in writing once the Leased Equipment is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;

B. Canada will have thirty (30) days to perform its acceptance procedures (the "Acceptance Period"); and

C. if Canada provides notice of any deficiency during the Acceptance Period, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work and the Acceptance Period will start again.

## **8. Ownership of Leased Equipment**

8.1 The Contractor will remain the owner of all the Leased Equipment, unless Canada either exercises any option to purchase the Leased Equipment included in the Contract, or purchases the Leased Equipment under a separate agreement.

8.2 If the Contract contains an option to purchase the Leased Equipment or any part of it, Canada will become the owner of that Leased Equipment on the date it exercises that option, or the date Canada specifies when it exercises the option, if any. Once Canada becomes the owner, Canada bears the risk of loss or damage to the purchased Equipment. Once Canada becomes the owner, no more lease payments are due under the Contract for the purchased Leased Equipment.

## **9. Lease Period**

9.1 The period of the lease starts on the day the Leased Equipment is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract.

9.2 Unless provided otherwise in the Contract, if the Contract allows for additional items to be leased during the contract period, regardless of when those items become part of the Leased Equipment, the



Lease Period for all the Leased Equipment will end on the day that the Lease Period for the first item of Leased Equipment leased under the Contract expires.

9.3 If the first day of the Lease Period is not on the first day of a calendar month, then the charge for the first and last months of the lease will be the portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the monthly lease charge in effect under the Contract at the time.

## **10. Warranty for Leased Equipment**

10.1 Even if Canada has accepted the Leased Equipment, the Contractor warrants that, throughout the Lease Period (which is also the "Leased Equipment Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications.

10.2 This warranty does not apply to a specific item of Leased Equipment if the only reason that item fails to conform to the requirements of the Contract is because:

- A. Canada is negligent or does not use the Leased Equipment in accordance with the Specifications; or
- B. electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract; or
- C. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Leased Equipment or attaches materials to the Leased Equipment that was not designed or approved for use with the Leased Equipment by the Contractor, a subcontractor, or the manufacturer of the Leased Equipment; or
- D. Canada uses consumable supplies or materials in or on the Leased Equipment that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Leased Equipment manufacturer's instructions to consumers.

10.3 The Contractor must provide Leased Equipment Maintenance Service for the Leased Equipment throughout the Leased Equipment Warranty Period. All charges and costs associated with providing the Leased Equipment Maintenance Service during the Leased Equipment Warranty Period are included in the lease rates. The Contractor must continue to provide Leased Equipment Maintenance Service for any part of the Leased Equipment that is repaired, replaced or otherwise made good as part of the Leased Equipment Maintenance Service for the remainder of the Leased Equipment Warranty Period that applied to the original item of Leased Equipment.

## **11. Termination of Lease for Convenience**

11.1 Instead of the section of the General Conditions entitled "Termination for Convenience", this section applies to the Leased Equipment.

11.2 Despite anything contained in the Contract, Canada may terminate the lease for all or any part of the Leased Equipment at any time during the Lease Period by giving notice to the Contractor sixty (60) days in advance.

11.3 If the Contracting Authority issues a termination notice under subsection 11.2, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:

A. the monthly lease charges for the Leased Equipment, or the part of the Leased Equipment for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and

B. the lease termination charge, if one is specifically set out in the Contract.

11.4 Despite subsection 11.3, the total amount that the Contractor will be entitled to be paid in connection with the termination under subsection 11.3, together with any amounts already paid to the Contractor for the lease of the Leased Equipment, must not exceed the total Contract Price for the lease of the Leased Equipment, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

## **12. Risk of Loss or Damage to Leased Equipment**

12.1 The Contractor agrees to bear the risk of loss of or damage to the Leased Equipment while it is being transported or installed and during the entire time the Leased Equipment is in Canada's possession, except losses or damages caused by the negligence of Canada or someone acting on Canada's behalf.

12.2 If the Leased Equipment is lost or damaged during the Lease Period, unless the loss or damage is caused by Canada or by someone acting on Canada's behalf, Canada is not required to make lease payments while the Contractor repairs or replaces the Leased Equipment and, at Canada's option, the Lease Period will be extended by the amount of time the Contractor takes to repair or replace the Leased Equipment. This subsection does not prevent Canada from terminating the Contract for default, if the Leased Equipment is unavailable for Fully Functional Operation for more than thirty (30) days.

## **13. Modifications to Leased Equipment**

Canada agrees not to modify the Leased Equipment unless it obtains the Contractor's written approval, which the Contractor must not unreasonably withhold.

## **14. De-installation and Removal of Leased Equipment**

14.1 The Contractor must de-install and remove the Leased Equipment promptly after the expiration or termination of the lease. If the Lease Period is different for different items of Leased Equipment, this obligation applies to each item of Leased Equipment when the lease ends. The Contractor must provide all necessary removal resources, including cranes, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the Leased Equipment from Canada's premises. All costs associated with the de-installation, removal and transportation to the Contractor's premises are included in the lease rates.

14.2 If the Contractor does not de-install and remove the Leased Equipment within thirty (30) days of the end or termination of the lease, at Canada's option, ownership of the Leased Equipment will automatically transfer to Canada or Canada may arrange for the de-installation and removal of the Leased Equipment, at the Contractor's cost. Canada may deduct this amount from any amount owing by Canada to the Contractor from time to time, under the Contract or otherwise.

## **15. Quiet Enjoyment**

The Contractor guarantees that it has full power and authority to lease the Leased Equipment to Canada. The Contractor also guarantees that, during the Lease Period, if Canada is performing its obligations under the Contract, Canada will have unlimited use of the Leased Equipment without disturbance by the Contractor, or any person acting on behalf of the Contractor or who has rights granted by the Contractor, except when the Contractor is performing Leased Equipment Maintenance Service under the Contract.

Solicitation No. - N° de l'invitation

HT348-193621/A

Client Ref. No. - N° de réf. du client

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Amd. No. - N° de la modif.

File No. - N° du dossier

hl675.HT348-193621

Buyer ID - Id de l'acheteur

HL675

CCC No./N° CCC - FMS No./N° VME

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## 16. Right to Withhold Lease Payments

If the Contractor is not carrying out all of its obligations under the Contract, Canada may, without affecting any other right that Canada may have, including the right to terminate for default, withhold the lease payments from the Contractor until the default is cured. The Contracting Authority may exercise this right by sending a notice to the Contractor that describes the default. All other terms and conditions remain unchanged.